

*City of Milwaukee - Department of Public
Works*

Request For Proposal for Single Space Smart Meters

Official Notice Number: 112-1-2016



September 15, 2016

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CITY OF MILWAUKEE
Department of Public Works
Request for Proposals (RFP) for Single-Space Smart Meters

Statement of Purpose

The City of Milwaukee is seeking proposals from qualified firms, vendors, teams or contractors with demonstrated experience in providing single-space smart parking meters for mid to large size cities. The City of Milwaukee proposes to engage the contractor for the following services:

- Deliver single-space smart meters in accordance with agreed-upon product specifications and performance standards as defined by the City of Milwaukee.
- Deliver and support a back-end software management system as defined by the City of Milwaukee.
- Deliver, install and/or support optional services as defined by the City of Milwaukee.

This RFP includes the requirement for the purchase price of meters and potential housings, installation and/or set-up fees of equipment/technology, training, establishing secure PCI compliant credit card communication and all associated backend reporting system(s). City staff will install meter hardware with assistance from vendor as needed.

The City of Milwaukee will solely own all hardware and software systems and resulting data. All data and information is proprietary both during and after the course of the contract.

Background Information

The City of Milwaukee's Department of Public Works (DPW) manages a large parking system that includes on and off street parking operations. The City parking system currently includes; 5 parking structures, 44 parking lots (7 of which are metered) and 6,689 and growing, on-street metered parking spaces. The City of Milwaukee also manages daytime and nighttime parking permit programs.

The on and off street single space meters currently in use were procured from Duncan Solutions, now CivicSmart, housing model 90 with Eagle CK mechanisms running an Auto TRAX SS operating system. The current LUKE multi-space meters in use were procured from

Digital Payment Technology (DPT), now T2 Systems Canada Inc. and provide service for approximately half of all metered parking spaces.

Most metered parking is located in the City's downtown areas and can be in operation during various times between 6:00 a.m. to 6:00 p.m. Monday – Friday, with rates ranging from .50 per hour to \$1.80 per hour. Other business districts and university area meters can be in operation during various times 8:00 a.m. – midnight, Monday – Saturday, with rates ranging from .50 per hour to \$1.00 per hour.

The City of Milwaukee employs its own workforce to install, remove, hood, maintain and repair the parking meters and associated hardware.

The current Remote Parking Payment (RPP) technology provider is Parkmobile which accounted for 400,000+ transactions in its first year of implementation (2015/2016) with continual monthly growth seen.

The current handheld ticket issuance device used by the parking enforcement officers are the Duncan Solutions (DS) AutoCite X-3 with transition to G-Techna N5 Scan handhelds expected to start in October 2016.

Scope of Work

The project scope shall encompass the acquisition of single space smart meters to replace current on-street assets and shall include back-end programming and reporting systems. The City will also require new meter housing units. The City will select one or more firms to supply single space parking meter mechanisms and meter housings. The smart meters purchased will replace currently outdated and past life-cycle parking meters in the on-street environment and may or may not include replacement of spaces covered by current multi-space meters, meters in the off-street environment and/or any other spaces yet to be determined. Meter hardware is expected to be deployed in a phased approach, in a manner to be determined solely by the City. Implementation of back-end software system is expected upon installation of the first phase of meter installations. DPW Parking staff will install the meter hardware and request assistance from the vendor if needed. If not new, responding firms must identify the use of used and/or refurbished materials and/or equipment in their responses.

Estimated Schedule of Events

Release of RFP	September 15, 2016
Vendor Inquiries Due	September 23, 2016
Responses to Inquiries	September 30, 2016
Proposals Due	October 7, 2016
Evaluation	October 10-14, 2016
Contract negotiations	October 17, 2016

Project Requirements

The City has several objectives for the implementation of this project, including the following:

- **Customer Service** – expand convenient parking technology (with high levels of security, timely payment verification and superb credit card controls), with easy to use features and functions, timely error and hardware/software alerts, able to support demand-based pricing models;
- **City Image** – provide the highest level of customer service to all residents and visitors by reducing parking complaints and gain high customer confidence in the equipment, increase patronage of downtown and entertainment district facilities and enhance the City's reputation as a great place to live, work and play;
- **Regulatory Compliance** – support consistent and accurate parking enforcement, reduce enforcement errors and improve regulatory compliance;
- **Data and Reporting** – compile, obtain and aggregate accurate, timely and meaningful management reports for analyzing parking usage and revenue data including historical reports to predict and respond appropriately with decisions for the on-street parking system; and
- **City Finances** – generate higher on-street revenues through increased compliance, reduce parking enforcement costs and thereby strengthen the Parking Fund's performance.

Vendor Requirements

The vendor shall demonstrate proven experience and successful implementation of credit card enabled single-space smart parking meter installation with a base minimum of 30,000 mechanisms in the United States overall and at least 5 clients with a minimum of 3,000 meters

installed in each location. The vendor shall provide at least 3 references of successful similar size projects.

The vendor shall demonstrate the ability to fully integrate with other product options such as vehicle sensors, handheld enforcement technology or mobile-payment applications, including other third party integrations.

Technological Requirements

Hardware

A. Single Space Meter Configuration

- Technology for inventory, maintenance and remote auto-configuration purposes.
- Retrofits into existing single space meter housings.
- Supports 3G/4G LTE communications and wirelessly communicates in real-time to vendor hosted back office software system using cellular network.
- Tri-colored LED lights to provide visual indication of parking paid status and fault status.
- Support NFC payment options (contactless cards and smart phones).
- Support EMV Level 1 & 2 Certified Credit Card Reader.
- Support wireless integration with vehicle detection sensors that do not require any additional wireless network other than the wireless connection of the parking meter.
- Support pushing of mobile payments to the meter display.

B. Graphic Display

- Display shall be LCD and easily readable by users and allow for customized inputs.
- Shall be securely protected under a traditional single-space meter housing dome or similar protection integrated into the design.
- Display shall feature a readable LCD display capable of displaying lines of text on at least two rotating screens in all lighting conditions.
- The LCD displays must be remotely programmable via web-based meter management system, such that the meter staff is not required to be present at the meter for changes to be made.
- For increased visibility in low-light conditions, the LCD shall be backlit. Backlight will be enabled automatically via light sensitivity.
- Shall be able to operate without failure under weather conditions that are typical year-round to the region, including, but not limited to, humidity, snow, sleet, rain, road grime,

street vibrations, and extreme temperature variations.

- Shall include a user-friendly keypad for operations.

C. Payment Options

- Shall have the ability to accept coins, credit cards, debit cards, smart cards, and pay-by-mobile-phone payments.
- Shall have capability of offering optional LEVEL 2 Certification EMV Card reader – Vendor must supply certification documents.
- Shall feature advanced coin track sensors for self-calibration and detection of nonmetallic items and other foreign objects.
- The coin chute shall be easily and quickly field serviceable.

D. Card Reader

- Credit card data transmission shall meet current Payment Card Industry (PCI) Data Security Standards.
- The Vendor shall provide evidence of PCI-DSS Level 1 Certification and PA-DSS compliance.
- Card slot shall be functional in all weather, including rain, snow, freezing temperatures, and shall not be disabled by water or other liquids.
- Have the capability of accepting all credit and debit payment card options.
- Shall have capability of offering optional LEVEL 2 Certification EMV Card reader – Vendor must supply certification documents.
- Card reader shall be compatible with all ISO standard magnetic-stripe card readers.
- Mechanism shall default to “Coin-Only” condition whenever card payments are unavailable.
- The time/amount the meter defaults to upon insertion and removal of a credit card shall be user-defined.
- User shall be able to increase/decrease the amount of parking time/amount being requested.
- User shall always be able to cancel the transaction without penalty prior to accepting the transaction or allow the default time period to pass without action.
- The card reader shall be designed to be internal to the meter mechanism.

E. Power System

- Must be equipped with an integrated solar panel recharge system. This solar panel will be incorporated into the inside of the meter housing, in order to prevent damage due to operating conditions or vandalism.
- Shall include a separate backup battery to sustain clock, calendar and audit information in the event of a main battery failure or during battery replacement.
- Battery packs shall have a minimum life capability of 24 months without replacement.
- Rechargeable battery must have a minimum warranty of 5 years.
- All batteries shall be easily replaceable.

F. Internal Time Keeping

- Mechanism shall include real-time clock.
- Mechanism shall be fully programmable for automatic daylight saving time change.
- Mechanism shall support automated linear and complex rate structures.

G. Inventory of Parts

- The Vendor must provide detailed list of inventory supplies and cost of each part in the bid. The list should also include the recommended number of parts the City should have in its inventory, for each part, per meter.

Software

The Vendor shall provide a comprehensive vendor hosted or cloud based back office software system. Vendor will confirm their compliance and describe their proposed solution as it relates to the following mandatory back office software requirements:

- Back office software shall be fully hosted by the Vendor with secured user access.
- Back office software will provide one common backend platform to manage, control and report on all aspects of SSPM, Sensors and Mobile Pay solutions. Describe ability of system to integrate with current on-street metered system.
- Software shall provide the ability to divide parking system into defined multiple parking management zones, areas or sub-areas.
- Software shall support reporting of cash box status and revenue collection reporting, alarm status and operation status listing.
- Software that supports exporting financial and activity data to spreadsheet software and external database.
- Data shall be available 24 hours a day, 7 days a week, 365 days a year.

- Back office software shall provide for real-time alarm and status reporting for system monitoring and maintenance.
- Back office software shall provide for remote meter configuration, updates, and rate programming.
- Back office software shall provide for real-time and historical management information reporting all of which will be exportable in PDF, .xls, .csv and/or similar.
- Reporting should include pre-defined reports as well as customizable and/or users defined reporting capability and have the ability to be scheduled.
- Spatial data, such as that in a back end mapping systems shall be exportable in a shape file, geo-database or similarly ESRI compatible format for allowed use in the City's GIS system.
- Vendor must provide remote technology applications such as that on a Smartphone, tablet or other mobile device to provide access to maintenance functions and configurations in the field.
- Back office system shall provide a variety of exportable reports to include financial, technical, and administrative functions via a single web-portal.
 - Credit card reconciliation (daily, weekly, monthly, annually)
 - Cash collection reports (by date, time, meter/space, and collector)
 - Revenue Summary reports (daily, weekly, monthly, annually, by zone, route, street/block-face or meter/space)
 - Coin box level (% full)
 - Individual transactions (cash or credit) by meter/space
 - GPS or x/y coordinate location of meters on a map in projection that can be aligned with City data
 - Meter uptime (over time, by zone, street/block-face, and meter/space)
 - Meter paid occupancy reports
 - Accumulative totals of all cash and card transactions
 - Exception reports for units not performing as required (communications or payment faults)
 - Access to Help materials, videos and user manuals shall be available on-line

Project Management and Implementation Requirements

- The Vendor shall provide a structured approach and written plan for project

implementation

- The Vendor shall provide and support a comprehensive training program for all user levels including meter repairs and maintenance as well as complete hardware and all software system management, configurations and reporting.
- The Vendor shall provide the required staff, management, and supervision necessary to successfully fulfill the contract.

Ongoing Support Services Requirements

The Vendor shall describe its solution, including all fees, for the provision of ongoing system administration including, but not limited to:

- Backup and restart capabilities
- Configuration management (devices, management system, and related equipment)
- System and data security management
- Replacement devices
- Spare parts
- System upgrades and enhancements
- Customer service
- Staff training
- Warranty
- Maintenance

Optional Products and Services

The Vendor may offer any additional or related services that may complement the core Vendor Services that are the purpose of this procurement process. The Vendor should specifically address:

- Vehicle Detection Sensor Options
 - Multiple options of sensors preferred – in ground, meter pole and built into meter.
 - Wireless connection to the single space meter with no additional communications infrastructure required (i.e., no repeaters or mesh network)
- Smart Card/Token Options
 - With ability to report into back office software

- Smart Cash Collection Systems
 - Automated methods of coin collection and reconciliation
- Low Lighting Situations and/or Harsh Operating Condition Solutions
 - For meters with limited access to solar power or those in overly harsh operating conditions
- Mobile Payment Applications
 - Ability to use wireless connectivity to push mobile payments to the meter
- Quote for new meter housings – complete; including type/brand of housing recommended, benefits, if they are new/used/refurbished and any other suggested customizations.
- Other features and capabilities that the Vendor wishes to provide

Proposal Plan Requirements

Proposers shall complete, sign and return all City-required forms, including the forms set forth in the “Attachments” that are applicable, and may be required to sign and return addenda materials. Proposers may attach supplemental materials (e.g., marketing brochures, product brochures, user guides and training manuals) to their proposals if they believe that such materials would be informative.

In addition to offering products and services called for in this RFP, firms may propose optional features that they believe could benefit the City. If a firm wants to offer such options, it should fully explain those options, including any costs, implementation barriers and the anticipated advantages and disadvantages for such options.

The City accepts no responsibility for any costs incurred by the proposer in either responding to the RFP, testing, oral interview/pre-proposal conference, etc. and all costs are the sole responsibility of the proposal responders.

No costs may be shifted to other City vendors at any time during the contract without the City’s prior approval.

This RFP does not constitute a commitment by the City to award a contract or pay any procurement-related costs. The City reserves the right to reject any or all submittals, including those it deems non-responsive¹, waive any proposal defects or process irregularities, alter the procurement process, accept or reject any contractor or subcontractor and approve or reject any alternative or blend of alternatives. The City may select any proposal which is, in its exclusive judgment, in its best interests.

Proposal Format Guidelines

Proposal shall be typed and use a 12-point font size or greater. Proposals shall be tabbed to identify respective sections outlined below. Proposal responses shall be straightforward, concise and provide “layman” terminology to technical terms used. Emphasis should be concentrated on conforming to the RFP instructions and requirements. Proposal responses that appear unrealistic or are unsubstantiated in terms of technical commitment or portray a lack of understanding of the project scope and requirements may be rejected. The following proposal sections are to be included in the firm’s response:

A. Contractor Cover Letter

Provide a cover letter that summarizes the key elements of the proposal. The cover letter must indicate the proposal pricing will be valid for at least 180 days or greater. Include an authorized point of contact with email and telephone information. The letter must also acknowledge understanding and receipt of the proposal and any published addenda as well as a statement of understanding of the City of Milwaukee’s open records policy. An individual authorized to bind the firm must sign the letter.

B. Background and Project Summary Section

The Background and Project summary Section should describe your understanding of the City, the project scope, requirements and priorities, the work to be done and the objectives to be accomplished and how the firm shall provide value added benefit.

C. Methodology Section

Provide a detailed description of the hardware, software and other components proposed to be used in the scope of work. Include detailed a description of the firm’s effort to achieve complete client satisfaction. Outline a project schedule, including all tasks and deliverables to be performed, duration of each task and overall timeline.

Include in this section a comprehensive training plan for City staff and commitment by

¹ Submittals may be deemed unresponsive for such reasons as non-compliance with the RFP, collusion, debarment, public sector contract default, undisclosed pending law suits or an unsatisfactory performance record.

the firm including but not limited to:

- a) Cash collection
- b) Meter maintenance and repairs
- c) Equipment monitoring
- d) Programming of rates, parking times, and displays
- e) Report creation, generation and scheduling
- f) Exporting and collection of reports and data files
- g) System monitoring
- h) Set-up and maintenance of user accounts

D. Qualifications and Experience

Outline the firm's proven experience and qualifications as it relates to the scope of work and project requirements required in this RFP. Specifically include at least 3 references for successful projects and installations within the last 5 years – include project scope, location, service performed, costs, timeline of implementation, program elements including number of meters, outcomes achieved, client contact and references.

E. Financials, Disclosures and Potential Conflicts of Interest

Provide a statement and any supporting documentation on the firm's fiscal stability. Disclose any lawsuits the firm is presently or previously involved in the past 5 years. Specifically outline any past or present lawsuits regarding intellectual property. Also list any potential primary or secondary conflicts of interest including identification of any members of the firm that are related to an employee of the City. Failure to disclose any potential conflicts of interest will result in the proposal being rejected.

F. Fee Proposal

Include a complete cost proposal for all items listed – both required and any optional products and/or services proposed. Although cost is a major component of the proposal, the contract will not necessarily be awarded to the lowest responsive bidder.

G. Response Documents

Include all RFP response required documents per the DPW contacts department, those applicable included herein as appendixes and any other required by law, statute or policy.

Submission Requirements

Each vendor must submit five (5) copies of its proposal—one in electronic format and four in hard copy format. Proposers must send the electronic version via email to Danielle Rodriguez, the Parking Financial Manager, at drodri@milwaukee.gov and the printed proposals by US mail to Attn: Contract Section, Department of Public Works, Room 506, Municipal Building, 841 North Broadway, Milwaukee, WI 53202. The proposals sent by regular mail shall be legibly printed in black ink, easily reproducible and enclosed in an envelope labeled **City of Milwaukee Single Space Smart Meter BID 112-1-2016**. At least one of the hard copy proposals must have original signatures. Each proposal shall be organized and prepared in accord with the format described in the Proposal Format Guidelines section.

Requested information shall be furnished in compliance with the terms, conditions, provisions and specifications of the Request for Proposal. The information requested and the manner in which the submissions are organized are to enable a prompt and fair response. Accordingly, the City reserves the right to reject or declare non-responsive any response proposal in which requested material is not provided or where indirect or incomplete answers or information is furnished. Faxed or emailed proposals will not be accepted. Late proposals will not be accepted. The vendor is solely responsible for the timely delivery of all proposal material.

Reservation of City Rights

- This Request for Proposal does not constitute a binding agreement. The award of this contract is contingent on availability of funding and the project may be discontinued due to lack of available funding.
- The City of Milwaukee reserves the right, at any point of the process, to reject any or all proposals, modify or postpone the proposed project, evaluate any alternatives, or accept a proposal that, in the City's sole judgment, is in its best interest.
- The City of Milwaukee reserves the right to negotiate the Agreement or Contract with the next qualifying proposer if the terms and conditions are not agreed to within 15 days after the contract negotiation. The City reserves the right to negotiate all elements of the work in this Request for Proposal.
- The City of Milwaukee reserves the right to terminate the Agreement or Contract if the vendor fails to begin work described herein within 15 days after the City has issued the written notice to proceed.
- The City of Milwaukee reserves the right to reject proposals that create a conflict of interest.

Other Requirements

Proposers may have to complete the forms presented in the “Appendix” of this RFP, but to satisfactorily respond to this RFP, firms must obtain a full understanding of the City's needs, including which forms are applicable. The City will notify all firms which intend to submit a proposal of any changes to the RFP or procurement process. All proposals will remain valid for a period of at least 180 days following the submission deadline, and all materials submitted shall remain the City's property. No proposal will be deemed complete and responsive unless it is submitted in accord with these guidelines. All proposal responses are subject to the City of Milwaukee's open record laws and policies.

Evaluation

The City employs a rigorous competitive process for soliciting proposals from qualified firms. Its goal is to engage a firm (or firms) with the optimum blend of capabilities, experience, technology and value for meeting the City's needs. DPW will supervise the procurement process and execute a contract with the selected firm(s). Each proposer must attain a full understanding of the City's requirements, including the procurement process, and fully comply with all terms as outlined herein.

If the City receives a large number of proposals, it may use its discretion to select a smaller number of firms for further consideration. As such, it reserves the right to employ certain minimum (threshold) criteria to identify firms that it believes, in its sole judgment, are best qualified to meet its needs and merit further consideration. Potential examples of such threshold criteria include the following:

- In good standing with the City and State of Wisconsin;
- No recent or pending lawsuits within last 3 years;
- At least three years of experience successfully deploying and supporting smart meter technology in at least three comparable environments (in terms of client, magnitude, programs, needs and challenges);
- Proven ability of the proposed hardware and software technology to meet the City's most vital needs;
- Commitment and capability to deliver the technology in accord with the City's schedule; and

- Commitment and capability to service, maintain and upgrade the technology platform, and increase customer satisfaction after deployment; and
- Commitment and capability to partner with other parking technologies (single/multi-space meters, online and pay by phone payment systems, enforcement systems and other city supported technologies such as online mapping components and/or enterprise GIS platforms) to support and stand up a fully integrated easy to use parking system.

A panel of City of Milwaukee staff will review all responses that meet the submission guidelines and requirements outlined in this document. After evaluating all proposals in an objective and thorough manner, the City will negotiate a contract with the firm (or firms) that most fully satisfies the City's evaluation criteria. While the City believes at this time that a single provider will be in the best interests of its customers, it will consider a multiple provider solution if it can be determined that such competition would positively impact adoption rates without impairing the City's ability to use a single brand and attain effective system integration. The City reserves the right to select only the most qualified firm. Lowest responsive bidder will not be automatically considered the most qualified firm.

Evaluation Criteria

The selected firm(s) must demonstrate the ability to serve the City's best interests. In making this determination, the City will employ the evaluation factors and weights below:

Criteria	Related Factors	Points
Technological Requirements		30
Hardware	Display, configuration ability, battery	10
Software	End user configuration, reports, GIS,	20
Project and Implementation Plan	Meet deadlines, attentive to details, responsive	5
Ongoing Support Services	Response time, service, training	10
Optional Products or Services	Response to service needs and technology	5
Experience and References	Total number of clients, project, meters, reference	25
Value	Cost-effectiveness, warranty	25
Total Possible		100

The City will evaluate submittals more favorably (i.e., assign more points) based on the extent to which they meet these factors. For instance, in ranking the proposals it receives, the City will award more points as follows:

Technological Requirement (30) – Easy to read display in all lighting conditions, ability to display complex messages, long-life battery, independent end user configuration and management ability, out-of-box and configurable exportable reports, GIS compatible (export/import)

Project and Implementation Plan (5) – Ability to meet timelines and project plan as outlined, product availability as needed, attentive to details and requests of customer

Ongoing Support Services (10) – Quick response time to needs and requests, strong customer support and training plan

Optional Support Services (5) – creativity of optional services based on city parking vision and service excellence, proactive approach to technology changes

Experience and References (25) – Proven implementation, above average reference ratings

Value (25) – cost compared to commodity/service provided, warranty length and coverage

Award Process

The competitive procurement and contract negotiation process employed by the City will comprise the following outlined tasks:

- Release of RFP – the City shall issue an RFP Thursday, September 15, 2016
- Vendor Inquiries – all interested firms shall submit any questions to DPW no later than 4:00 pm CST on Friday, September 23, 2016
- Response to Inquires – the City shall provide answers to all questions by Friday, September 30, 2016
- Proposals Due– all interested firms shall submit a signed proposal to DPW in accord with the requirements set forth herein by 4:00 pm CST by Friday, October 7, 2016
- Evaluation – the City shall evaluate proposals, complete client reference checks and notify on or about the week of October 10-14, 2016
- Contract – the City will begin negotiations to execute a contract with the selected firm(s) on or about Monday, October 17, 2016

All interested vendors shall comply with this process. If the City deems it necessary to alter the procurement process, revise the RFP or furnish more data, DPW will issue RFP addenda to all

interested firms which have complied with the procurement process guidelines as set forth herein.

All firms must confirm interest in inclusion to the Contracts Department and to the attention of Danielle Rodriguez, DPW's Parking Financial Manager, by email (drodril@milwaukee.gov) or regular mail (841 North Broadway, Room 501, Milwaukee, WI 53202) to have the Company's name and contact information added to the plan holder's list. DPW will answer any questions of general interest provided they are put in writing, and directed to by email the attention of Danielle Rodriguez, DPW's Parking Financial Manager, by email (drodril@milwaukee.gov) or regular mail (841 North Broadway, Room 501, Milwaukee, WI 53202) by the date outlined. DPW will provide written response to all questions received by way of official addenda which will be posted on the DPW contracts web page by the timeframe outline herein.

DPW will form an objective Evaluation Committee to review the proposals, and evaluate and rate them in accordance with the evaluation criteria. The Evaluation Committee, which reserves the option to recommend firms for final consideration, will recommend the firm(s) with which to negotiate a contract. The final phase could include a formal presentation, for which the City may require finalists to demonstrate their technologies at no cost to the City. DPW will then negotiate a contract with the top-ranked proposer(s). If DPW is unable to execute a contract with the top-ranked proposer(s), it may negotiate a contract (or contracts) with the next highest-ranking proposer(s).

APPENDIX A – Insurance Requirements

Insurance Requirements

A. General Requirements

A certificate of insurance acceptable to City evidencing the insurance requirements is to be provided. The certificate shall state that the issued insurance policies meet the requirements as outlined below. All certificates are to be provided within 30 days of final execution of this Contract. If such certificate is not received, the City of Milwaukee has the authority to declare this Contract terminated.

All policies shall state that the City shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any insurers providing the coverage required by City for the duration of this Contract.

Insurance companies must be acceptable to City and must have a current A.M. Best rating of A-VIII or better.

All policies shall be written on an occurrence form, other than professional liability as noted below.

If subcontractors are used, each must meet all requirements in sections A and B.

B. The minimum insurance requirements are as follows:

1. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory Coverage
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

- Employer's Liability at limits noted above or higher limits if needed to meet Umbrella underling insurance requirements.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

2. Commercial General Liability

Commercial General Liability \$1,000,000 each occurrence

General Aggregate \$2,000,000 aggregate

Personal & Advertising Injury Limit \$1,000,000 each occurrence

Products - Completed Operations Aggregate \$2,000,000 aggregate

Medical Expense \$ 5,000 each person

- Coverage must be equivalent to ISO form CG0001 or better.

- The City of Milwaukee shall be added as an additional insured using ISO form CG2026 or its equivalent.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.
- The policy shall include independent contractors (owners/contractors protective) and contractual liability.
- Coverage will apply on a primary and non-contributory basis. We suggest the following wording:

“If you have agreed in a written contract that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the contract was executed prior to the bodily injury, property damage, personal injury or advertising injury, then this insurance will be primary over, and we will not seek contribution from, such insurance.”

- Coverage shall apply to the risks associated with or arising out of the services provided under this contract.

3. Auto Liability

Combined Single Limit \$1,000,000 each accident

Medical Expense \$ 10,000 each person

- If the Contractor owns or has any long term leased vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9).
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.
- The City of Milwaukee shall be added as an additional insured.
- Coverage shall include contractual liability for risks assumed in this contract.
- Coverage shall apply to the risks associated with or arising out of the services provided under this contract.
- If Federal or State government(s) require a Motor Carrier filing, such filing shall be made available to City upon request.

4. Umbrella (Excess) Liability

Umbrella (excess) Liability \$5,000,000 per occurrence \$5,000,000 aggregate

- The Umbrella Liability insurance shall provide coverage excess of the Employer's Liability, Commercial General Liability and Auto Liability Coverages, including the amendments stated above.

5. Crime Insurance

Employee Dishonesty \$500,000 per loss

- The Crime Insurance shall provide coverage for Third Party Employee Dishonesty.

6. Professional Liability

Combined Single Limit \$1,000,000 each accident

- Coverage must remain in effect for a period of not less than two years beyond the termination date of the contract.
- If a claims-made form is used and a change of insurer occurs during the contract period, continuity of coverage must be maintained by either retaining the original retroactive date or exercising the extended reporting period endorsement option from the expired policy for a period of not less than two years, if the replacement insurer will not preserve the original retroactive date.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

7. Cyber Insurance

Cyber Insurance \$1,000,000 each incident

- Coverage shall include cost of notification, cost of identity protection and repair insurance for affected individuals and third party liability.
- The City of Milwaukee shall be added as an additional insured.

APPENDIX B – Anti-Slavery Affidavit



DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

Affidavit of Compliance

Disclosure of Participation in or Profits Derived from Slavery by Contractors

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

This affidavit of compliance will be the contractor's sworn statement that publicly discloses any slavery policies sold by any companies, or profits from slavery by industries or their predecessors who are doing business with the City of Milwaukee as defined in the Milwaukee Code of Ordinances 310-14. Effective May 31, 2014, **only Contractors whose company was established during the slavery era, shall complete this Affidavit** prior to entering into a contract.

Please check one:

☐ This business **was** in existence during or prior to the slavery era (1865). I have searched any and all records for records of investments or profits from slavery, and **have found no such records**.

☐ This business **was** in existence during or prior to the slavery era (1865). I have searched any and all records for records of investments or profits from slavery, and am **disclosing the findings below**.

Findings being disclosed (please attach additional pages, if necessary):

I hereby declare that all statements are true, accurate and complete as of the date furnished to the City of Milwaukee.

Authorized Signature: _____

Printed Name: _____ Date: _____

Subscribed to before me on this _____ day of _____, 20____, at _____ County, _____ State.

Notary Public Signature

Printed Name
My commission
expires: _____

(SEAL)

APPENDIX C – Non-Collusion

NON-COLLUSION AFFIDAVIT

State of _____)
) ss.
County of _____)

_____, being first duly sworn, deposes
and says that:

(1) He is _____
of _____
(owner, partner, officer, representative, or agent)

_____, the Bidder that has
submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent
circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees,
or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed,
directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection
with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection
with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or
communication or conference with any other Bidder, firm, or person to fix the price or prices in the
attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the
Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful
agreement any advantage against the Commissioner of Public Works or any person interested in the
proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion,
conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents,
representatives, owners, employees, or parties in interest, including this affiant.

(Check One)

Signature of :

_____ Bidder if the bidder is an individual;

_____ Partner if the bidder is a partnership;

_____ Officer if the bidder is a corporation.

Subscribed and sworn to before me this

_____ day of _____, 20_____.

Notary Signature

My commission expires _____, 20_____.

APPENDIX D – Designation of Confidential and Proprietary Information Form

Designation of Confidential and Proprietary Information Form

Material submitted in response to the City of Milwaukee's Request for Proposal for Single Space Smart Meters includes information that we have determined is proprietary, confidential and for information which qualifies as a trade secret*, as provided in Wis. Stat. Section 19.36(5), or is otherwise material that can be kept confidential under the Wisconsin Public Records Law. Wis. Stat. §§ 19.31-39.

As such, the proposer asks that certain pages, or sections of pages, as indicated below, of this proposal be treated as confidential material and not be released to the public. I am providing the following information with the understanding that it is being submitted to ***The City of Milwaukee Department of Public Works*** under a pledge of confidentiality. I would not have submitted this information had the City of Milwaukee not pledged to keep it confidential** and request that the following pages not be release:

<u>Section</u>	<u>Page</u>	<u>Topic</u>

*Trade secret is defined in Section 134.90(1) (c), Wisconsin Statutes, as follows:

“Trade secret” means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply: 1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. 2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

**NOTE: Proposers are cautioned that the ENTIRE PROPOSAL MAY NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. THE ABOVE DESIGNATION(S) OF CONFIDENTIALITY IN NO WAY GUARANTEES THAT DESIGNATED INFORMATION WILL BE KEPT CONFIDENTIAL. UNDER THE PROVISION OF THE PUBLIC RECORDS LAW, PROPOSER IS NOT ENTITLED TO NOTIFICATION PRIOR TO RELEASE OF INFORMATION, AND IS NOT ENTITLED TO GO TO COURT TO BLOCK DISCLOSURE OF ANY PORTION OF THE PROPOSAL.

IF THE City of Milwaukee AGREES WITH PROPOSER’S DESIGNATION OF TRADE SECRET OR CONFIDENTIALITY AND THE DESIGNATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF TRADE SECRET OR CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying to the public. The City of Milwaukee considers other markings as confidential in the proposal document to be insufficient.

Signature (Authorized Representative)

Telephone Number

Name (Please print)

Company Name

Title

Date

NOTE: The City of Milwaukee as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.